

City of Quincy

City Hall

404 West Jefferson Street

Quincy, FL 32351

www.myquincy.net



Meeting Agenda

Tuesday, November 25, 2014

6:00 PM

City Hall Commission Chambers

City Commission

Derrick Elias, Mayor (Commissioner District Three)

Micah Brown, Mayor Pro-Tem (Commissioner District Two)

Keith Dowdell (Commissioner District One)

Andy Gay (Commissioner District Four)

Daniel McMillan (Commissioner District Five)

**AGENDA FOR THE REGULAR MEETING OF
THE CITY COMMISSION OF
QUINCY, FLORIDA
Monday
November 25, 2014
6:00 PM
CITY HALL CHAMBERS**

Call to Order

Invocation

Pledge of Allegiance

Roll Call

Special Presentations by Mayor or Commission

Approval of the Minutes of the previous meetings

1. Approval of Minutes of the 11/10/2014 Regular Meeting
(Sylvia Hicks, City Clerk)

Proclamations

Public Hearings as scheduled or agended

Public Opportunity to speak on Commission propositions – (Pursuant to Sec. 286.0114, Fla. Stat. and subject to the limitations of Sec. 286.0114(3)(a), Fla. Stat.)

Ordinances

Resolutions

Reports by Boards and Committees

Reports, requests and communications by the City Manager

2. City Attorney Contract
(Mike Wade, Interim City Manager)
3. Tanyard Creek, Park Rules, Regulations and Rental
(Mike Wade, Interim City Manager; Greg Taylor, Parks and Recreation Director)
4. Cancellation of the 12/23/2014 Commission Meeting
(Mike Wade, Interim City Manager)

5. QFD Monthly Report
(Mike Wade, Interim City Manager; Scott Haire, Fire Chief)

Other items requested to be agendaed by Commission Member(s), the City Manager and other City Officials

Comments

- a) City Manager
- b) City Clerk
- c) City Attorney
- d) Commission Members

Comments from the audience

Adjournment

*Item(s) Not in Agenda Packet

CITY COMMISSION
CITY HALL
QUINCY, FLORIDA

REGULAR MEETING
NOVEMBER 10, 2014
6:00 P.M.

The Quincy City Commission met in regular session Monday, November 10, 2014, with Mayor Commissioner Elias presiding and the following present:

Commissioner Micah Brown
Commissioner Daniel McMillan
Commissioner Gerald A. Gay, III
Commissioner Keith A. Dowdell

Also Present:

Interim City Manager Mike Wade
Interim City Attorney John Grant
City Clerk Sylvia Hicks
Planning Director Bernard Piawah
Assistant Police Chief Glenn Sapp
Account Control Specialist Catherine Robinson
Fire Chief Scott Haire
CRA Manager Regina Davis
Parks and Recreation Director Gregory Taylor
Interim Public Works Director Reginald Bell
Human Resources Director Bessie Evans
Police Officer Harold Barber
Sergeant At Arms Captain Troy Gilyard

Call to Order

Mayor Elias called the meeting to order, followed by invocation and the Pledge of Allegiance.

Approval of Agenda

Commissioner Brown made a motion to approve the agenda with the following change: add a Proclamation honoring Veterans Day. Commissioner McMillan seconded the motion.

Special Presentations by Mayor or Commission

Approval of the Minutes of the previous meeting

October 28, 2014 Regular Meeting Minutes

Commissioner Dowdell made a motion to approve the minutes of the October 28, 2014 regular meeting. Commissioner McMillan seconded the motion. The ayes were unanimous.

Proclamations

Interim Chief Glenn Sapp read a Proclamation in Honor of Veterans Day.

Public Hearings as scheduled or agendaed

Public Opportunity to speak on Commission propositions – (Pursuant to Sec. 286.0114. Fla. Stat. and subject to the limitations of Sec. 286.0114(3)(a). Fla. Stat.)

Ordinances

Resolutions

Resolution No. 1319-2014 a Resolution authorizing CRA Manager to submit a Community Contribution Tax Credit Application to Department of Economic Division of Strategic Business development to solicit funds of CRA Revitalization.

Commissioner Gay made a motion to approve Resolution No. 1319-2014 a Resolution authorizing CRA Manager to submit a Community Contribution Tax Credit Application to Department of Economic Division of Strategic Business development to solicit funds of CRA Revitalization. Commissioner McMillan seconded the motion. The ayes were unanimous.

Resolution No. 1320-2014 a Resolution authorizing CRA Manager to submit a Community Contribution Tax Credit Application to Department of Economic Division of Strategic Business development to solicit funds of CRA Affordable Housing.

Commissioner Gay made a motion to approve Resolution No. 1319-2014 a Resolution authorizing CRA Manager to submit a Community Contribution Tax Credit Application to Department of Economic Division of Strategic Business development to solicit funds of CRA Affordable Housing. Commissioner McMillan seconded the motion. The ayes were unanimous.

Reports by Boards and Committees

Reports, requests, and Communications by the City Manager

Attorney Selection

Interim City Manager Mike reported to the Commission that we had received two (2) responses to the RFQ for attorney services. The responses were from Grant & Rump, P.A. and from Ard, Shirley, & Rudolph, P. A. Michael Scott Shirley and John Rudolph Jr. came before the Commission and Commissioner Gay asked how they would charge for e-mail and telephone calls. They stated if the call is less than 15 minutes there will be no charge. Commissioner Dowdell asked the hourly rate. They stated \$175 per hour and no travel time. Commissioner Dowdell also asked Mr. Shirley if he had been a City Attorney for another

municipality. He replied no, he stated he is the Land Use Attorney for Jefferson County and Destin, FL. Commissioner Dowdell asked if we hired him would it be just him or his firm. They replied the firm. Commissioner Dowdell asked Mr. Grant if we hired him would it be him or the firm. Mr. Grant replied just him. Commissioner Dowdell made a motion to hire John Grant as our City Attorney. The motion died for a lack of a second. Commissioner Gay made a motion to hire Ard, Shirley, & Rudolph as the City Attorney. Commissioner Brown seconded the motion. Upon roll call by the Clerk the ayes were Commissioners Brown, McMillan, and Gay. Nays were Commissioners Dowdell and Elias. The vote was 3 to 2. The motion carried.

Mayor Elias stated we need to formalize a contract. The Mayor told Mr. Grant that it has been a pleasure working with him as Interim City Attorney and look for a smooth transition. Mr. Grant stated it has been an honor to serve as Interim City Attorney.

Report on Recruitment Guidelines for Selecting a City Manager

Bessie Evans Human Resources Director asked for clarification on the recruitment guidelines for selecting a City Manager. The Commission stated they didn't have a problem with the profile that was presented the only adjustment needed is the salary range is to \$80,000 to \$100,000 and a Master's Degree preferred. Commissioner Gay made a motion to use the job description as presented. Commissioner Dowdell seconded the motion. They both amended their motion to include a salary plan range of \$80,000 to \$100,000 with a Master's Degree preferred. The ayes were unanimous.

Other Items requested to be agended by Commission Member(s), the City Manager and other City Officials.

Comments

City Manager

Interim City Manager Mike Wade reported that the Auditor will be present for the workshop on Monday at 6:00 p.m.

City Clerk – None

City Attorney

Interim City Attorney John Grant stated it has been a pleasure and thanked the Commission for giving him the opportunity to work with the City and stated that the staff is a great group of people to work with. He also stated he will work with Mr. Shirley on making the transition easy. Mayor Elias stated since we didn't have the Executive Meeting and he was scheduled for a deposition. Mr. Grant stated he would reschedule.

Commission Members

Commissioner Dowdell –none

Commissioner Gay stated that Mr. Grant has done a great job serving as Interim City Attorney the City need a firm that has more resources.

Commissioner Brown asked the status of the street sweeper. The Interim Public Works Director stated the street sweeper has been repaired and has resumed sweeping the streets.

Commissioner Brown stated that the grass at the feed mill needs cutting. The Manager stated he would look into the matter and asked if the right-of-way needed cutting. Commissioner Brown stated both.

Commissioner Brown thanked Mr. Grant for his service with the City serving as Interim City Attorney.

Commissioner McMillan reported that he had met with the Fire and Police Pension Board and they raised the following concerns: (1) Former Chief Smith serves on the Board and needs to be replaced by Chief Haire. (2) Police and Firemen are requesting that the City allow them to opt back into the Police and Fire Pension plan. He stated at one time the membership had several members and now the membership has dropped therefore they are requesting that they be allowed to enroll back into the plan.

Commissioner McMillan thanked Mr. Grant for serving in the capacity of Interim City Attorney he has done a great job in Code Enforcement. His vote is not a reflection of his job performance he has done a great job.

Comments from the Audience

Emanuel Sapp of 821 2nd Street came before the Commission regarding the recall petition. He stated that his Attorney is ready and willing to defend the petition. He stated the petition is valid, it has Gadsden County appears several times on the petition, and the content is very precise. He stated that Commissioner Brown's use of a County Commissioner vehicle is a gift.

Vivian Howard of 805 South Virginia Street came before the Commission and disclosed that two other citizens regularly attends the Commission meetings and they feel like the Commission should be honest to it citizens. She stated she had requested the application for utilities at 414 Williams Street and the application had Commissioner Keith Dowdell signature as the applicant and several notes stating Commissioner had agreed to pay \$100 per month for Garrett to pay plus the current bill. Mrs. Howard also stated that she had concerns with P-card purchases made in 2011 with check #991395 paid in April 2012. She asked the Commission to please be honest and tell us the truth.

Mayor Elias asked if we will be prepared for the City wide cleanup. Mr. Bell stated that they are ready.

Mayor Elias asked if our fire hydrants are up to standards. The Fire Chief stated that we do flow test annually as required by ISO but now we are required to test every five years. He stated if he have any questions about any hydrant please let the Fire Department know. Chief Haire stated that we test in the spring.

Mayor Elias asked the status of the striping in District III. The Manager stated that Public Works did some striping but we ran out of paint and due to our finances we will put the striping on hold now.

Mayor Elias thanked Mr. Grant for his service. He also expressed to the firm of Ard, Shirley & Rudolph, P.A. that his no vote was nothing against the firm.

Mayor Elias stated that the City has served as a bank to a Commissioner it doesn't look right not to say anything nefarious is going on but we need to be transparent as possible.

Commissioner Dowdell stated again that if his brother doesn't pay his bill just cut it off. He stated that the City takes \$350.00 to \$400.00 from his check to pay his utility bill. He also stated that he does the same thing with his Netquincy account. Commissioner Dowdell stated he use this account to pay for people utility bills that can't pay for their bill. Commissioner Dowdell stated that he has never agreed to pay for anything. Mayor Elias stated it is prudent for us to get out of the banking business. Commissioner Gay stated that we don't need to single out anyone and asked if anyone else is doing what Commissioner Dowdell is doing. The Interim City Manager stated that he does not know of anyone else that has such an arrangement. Commissioner Gay made a motion to not allow Commissioners to have the City as their bank. Commissioner McMillan seconded the motion. The ayes were unanimous.

Commissioner Gay made a motion to adjourn the meeting. Commissioner Brown seconded the motion. There being no further business to discuss. The meeting was adjourned.

APPROVED:

Derrick D. Elias, Mayor and
Presiding Officer of the City Commission
City of Quincy, Florida

ATTEST:

Sylvia Hicks
Clerk of the City of Quincy, Florida
Clerk of the City Commission thereof

**CITY OF QUINCY
CITY COMMISSION
AGENDA REQUEST**

Date of Meeting: November 25, 2014
Date Submitted: November 21, 2014
To: Honorable Mayor and Members of the Commission
From: Mike Wade, Interim City Manager
Subject: Attorney Agreement

Issue

During the regular scheduled Commission meeting of November 10, 2014 the Commission by majority vote appointed Scott Shirley of Ard, Shirley, and Rudolph as the City Attorney. The Commission needs to formalize the arrangement with an agreement.

Analysis/Discussion

Article IX of the City of Quincy Code Of Ordinances establishes that the City Commission shall appoint an Attorney. In May 2014 the City issued an RFQ for attorney services and received two responses. The responses were from Grant & Rumph, P.A. and from Ard, Shirley, & Rudolph, P.A. Both firms are located in Tallahassee, Florida. Scott Shirley was appointed as the City Attorney and has presented an agreement for consideration by the commission. The agreement is similar to the one that the Commission had entered into with former Attorney Jerry Miller. Attorney John Grant reviewed the agreement for legal sufficiency and has approved it as to form.

Options

Option 1: Approve the proposed agreement between the City of Quincy and Ard, Shirley and Rudolph, P.A., Attorneys at Law and Authorize the Mayor to sign the agreement.

Option 2: Do Not Approve the proposed agreement

Recommendation:

Option 1

Attachments:

1. Former Attorney Jerry Miller Agreement
2. Ard, Shirley, and Rudolph Proposed Agreement

AGREEMENT

THIS AGREEMENT made and entered into this 22nd day of October, 2013, by and between the City of Quincy, a Florida Municipal Corporation (hereinafter referred to as "City"), and Pleat, Perry & Ritchie, P.A., Attorneys at Law (hereinafter referred to as "Counsel"), with its principal place of business located at 4477 Legendary Dr. Suite 202, Destin, Florida, 32541.

WITNESSETH:

WHEREAS, City desires to contract with Counsel for the purposes of providing municipal attorney services to the City;

WHEREAS, Counsel represents that Counsel is fully qualified to handle such legal services; and

WHEREAS, Counsel agrees to provide the specified services in accordance with terms hereof.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations herein, the parties hereby agree as follows:

1. Purpose of Agreement. The purpose of this Agreement is to set forth the terms and conditions under which Counsel shall provide municipal legal services to the City relating to the City's legislative, administrative, quasi-judicial, and litigation requirements.
2. Scope of Services. Counsel agrees to perform and conduct services in the following manner:
 - (a) J. Jerome Miller will be lead attorney for Counsel;
 - (b) Utilization of all of the professional staff of Counsel on behalf of the City is authorized, as directed by the lead attorney;
 - (c) Counsel shall perform all necessary and proper local government legal services pursuant to the direction of the City Commission, Mayor, City Manager and City Clerk.
 - (d) Should Counsel determine that additional attorney representation would be advisable, Counsel shall first obtain the authorization of the City Council;

City of Quincy Agreement

- (e) Specialists or experts may be needed for unusual or unique legal matters which may require an expertise not possessed by Counsel. Counsel will not employ or otherwise incur an obligation to pay specialist or experts for services in connection with services herein without prior approval of the City Manager.
- (f) No services are provided hereunder to the City of Quincy Community Redevelopment Agency.

3. Compensation. The City agrees to compensate Counsel as follows:

- (a) \$175.00 per hour for attorneys for hourly services other than litigation; with hourly litigation services at the rate of \$225.00 per hour for attorneys;
- (b) \$75.00 per hour for legal assistants;
- (c) No fee will be generated by routine consultations with the Mayor, City Council Members, City Manager, City Clerk and Department Directors, not exceeding fifteen (15) minutes and unrelated to real estate transactions, employment, litigation and which do not require research, document review, or documents preparation;
- (d) Counsel will represent the City on public finance issuances and loans services as local counsel at the rate of .4% of the amount of the issuance through \$10,000,000.00 and .3% of any amount over \$10,000,000.00, with a minimum fee of \$8,000.00, fees contingent upon the closing of the financing issue or loan. For issuances requiring validation, an additional non-contingent hourly fee will be paid for the validation process, including appeals, if any, at the litigation hourly rates provided above; and
- (e) Counsel's general billing policies are as follows: travel time is billable as incurred; travel expenses will be billed based on the statutorily authorized rates; copy charges are billed at the rate of \$.35 per page; long distance telephone charges are billed at a flat rate of \$3.00 per call with extended or specially billed calls (conferences, etc.) as incurred; postage charges are billed as incurred; and facsimile transmission and receipt charges are \$1.00 per page and \$6.00 per long distance call. Counsel's time records are kept in tenth-hour increments rounded up to the nearest tenth hour. All work assigned to Counsel will be accomplished by attorneys or legal assistants of Counsel under the direction of Counsel. Counsel's municipal clients share

City of Quincy Agreement

time and expense for attendance of one attorney at the Florida Municipal Attorney's Annual Conference (Seminar) and the Local Government Law Section Seminar.


4. Term. This Agreement shall continue in full force and effect until terminated upon thirty (30) days notice by either party. The parties will fully cooperate in any future transitional period.
5. Billing. Counsel shall provide monthly invoice with fees and expenses. The City Manager shall have statement payment approval authority for the City.
6. Other Agreements. No prior or present agreements or representations shall be binding upon the City or Counsel unless included in this Agreement. No modification or change to this Agreement shall be binding upon the parties unless in writing and executed by the party or parties to be bound thereby.
7. Severability. Should any part of this Agreement be determined by a court of competent jurisdiction to be contrary to applicable law, the remainder of the Agreement shall remain in full force and effect.
8. Construction. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.
9. Governing Law and Venue. The parties intend that this Agreement and the relationship of the Parties shall be governed by the laws of the State of Florida. Venue for any action arising out of this Agreement between the Parties shall be exclusively in Gadsden County, Florida and no where else.
10. Binding Effects. This Agreement shall be binding upon the parties hereto. The Agreement may not be assigned.


City of Quincy Agreement

11. Effective Date. This Agreement shall be effective December 1, 2013.


IN WITNESS WHEREOF, the parties of this Agreement have set their hands and seals on the day and year first above written.

CITY OF QUINCY

By: 
Keith Dowdell, Mayor

Attest: 
Sylvia Hicks, City Clerk

PLEAT, PERRY & RITCHIE, P.A.
ATTORNEYS AT LAW

By: 
J. Jerome Miller

G:\City of Quincy\City of Quincy Agreement - Permanent services.wpd

City of Quincy Agreement

AGREEMENT

THIS AGREEMENT made and entered into this _____ day of November, 2014, by and between the City of Quincy, a Florida Municipal Corporation (hereinafter referred to as "City"), and Ard, Shirley & Rudolph, P.A., Attorneys at Law (hereinafter referred to as "Counsel"), with its principal place of business located at 207 West Park Avenue, Suite B, Tallahassee, Florida, 32301.

WITNESSETH:

WHEREAS, City desires to contract with Counsel for the purposes of providing municipal attorney services to the City;

WHEREAS, Counsel represents that Counsel is fully qualified to handle such legal services; and

WHEREAS, Counsel agrees to provide the specified services in accordance with terms hereof.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations herein, the parties hereby agree as follows:

1. Purpose of Agreement. The purpose of this Agreement is to set forth the terms and conditions under which Counsel shall provide municipal legal services to the City relating to the City's legislative, administrative, quasi-judicial, and litigation requirements.
2. Scope of Services. Counsel agrees to perform and conduct services in the following manner:
 - (a) Scott Shirley will be lead attorney for Counsel;
 - (b) Utilization of all of the professional staff of Counsel on behalf of the City is authorized, as directed by the lead attorney;
 - (c) Counsel shall perform all necessary and proper local government legal services pursuant to the direction of the City Commission, Mayor, City Manager and City Clerk.
 - (d) Should Counsel determine that additional attorney representation would be advisable, Counsel shall first obtain the authorization of the City Council;
 - (e) Specialists or experts may be needed for unusual or unique legal matters which may require an expertise not possessed by Counsel. Counsel will not employ or otherwise incur an obligation to pay specialist or experts for services in connection with services herein without prior approval of the

City Manager.

- (f) No services are provided hereunder to the City of Quincy Community Redevelopment Agency.

3. Compensation. The City agrees to compensate Counsel as follows:

- (a) \$175.00 per hour for attorneys for hourly services other than litigation; with hourly litigation services at the rate of \$175.00 per hour for attorneys;
- (b) \$75.00 per hour for paralegals and law clerks;
- (c) No fee will be generated by routine consultations with the Mayor, City Council Members, City Manager, City Clerk and Department Directors, not exceeding fifteen (15) minutes and unrelated to real estate transactions, employment, litigation and which do not require research, document review, or documents preparation;
- (d) Counsel will represent the City on public finance issuances and loans services as local counsel at the rate of .4% of the amount of the issuance through \$10,000,000.00 and .3% of any amount over \$10,000,000.00, with a minimum fee of \$8,000.00, fees contingent upon the closing of the financing issue or loan. For issuances requiring validation, an additional non-contingent hourly fee will be paid for the validation process, including appeals, if any, at the litigation hourly rates provided above; and
- (e) Counsel's general billing policies are as follows: travel time is billable as incurred, except that travel time to and from Counsel's office in Tallahassee to City Hall or other City offices in Quincy shall not be billed; travel expenses will be billed based on the statutorily authorized rates; copy charges are billed at the rate of \$.25 per page; long distance telephone charges are billed as incurred; postage charges are billed as incurred; electronic legal research access charges are billed as incurred, and facsimile transmission and receipt charges are \$1.00 per page. Counsel's time records are kept in tenth-hour increments rounded up to the nearest tenth hour. All work assigned to Counsel will be accomplished by attorneys, paralegals or law clerks of Counsel under the direction of Counsel.

4. Term. This Agreement shall continue in full force and effect until terminated upon thirty (30) days notice by either party. The parties will fully cooperate in any future transitional period.

5. Billing. Counsel shall provide monthly invoice with fees and expenses. The City Manager shall have statement payment approval authority for the City.

6. Other Agreements. No prior or present agreements or representations shall be binding upon the City or Counsel unless included in this Agreement. No modification or change to this Agreement shall be binding upon the parties unless in writing and executed by the party or parties to be bound thereby.
7. Severability. Should any part of this Agreement be determined by a court of competent jurisdiction to be contrary to applicable law, the remainder of the Agreement shall remain in full force and effect.
8. Construction. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.
9. Governing Law and Venue. The parties intend that this Agreement and the relationship of the Parties shall be governed by the laws of the State of Florida. Venue for any action arising out of this Agreement between the Parties shall be exclusively in Gadsden County, Florida and no where else.
10. Binding Effects. This Agreement shall be binding upon the parties hereto. The Agreement may not be assigned.
11. Effective Date. This Agreement shall be effective November 25, 2014.

IN WITNESS WHEREOF, the parties of this Agreement have set their hands and seals on the day and year first above written.

CITY OF QUINCY

By: _____
Derrick Elias, Mayor

Attest: _____
Sylvia Hicks, City Clerk

ARD, SHIRLEY & RUDOLPH, P.A.
ATTORNEYS AT LAW

By: _____
Scott Shirley

**City of Quincy
City Commission
Agenda Request**

Date of Meeting: November 25, 2014

Date Submitted: November 21, 2014

To: Honorable Mayor and Members of the Commission

From: TCP Review Board, Formulated by the City Manager

Subject: The Restructuring of the Rules, Regulations, and Rentals, of the Tanyard Creek Amphitheater Packet

Issue:

There are many areas that are inconsistent, left out and difficult to understand within our Tanyard Creek Amphitheater Packet that need to be addressed.

Background:

Our Tanyard Creek Amphitheater is one of the most sought after venues in the Bigbend area. It has housed a number of concerts and gatherings in the past and for the most part has received rave reviews. Although we have received positive feedback, one of our greatest complaints has been our ineffectiveness to properly enlighten lessees on the rules, regulations and rentals of the Amphitheater. There are areas in the packet that are inconsistent and difficult to explain. There are also areas in which we have verbally explained to the lessee what we offer which does not physically appear in the packet i.e. Non-Profit group rates.

The Amphitheater Packet was originally drafted via a template that the City of Chesterfield, Missouri used. Although there is nothing wrong with following this template, all things in that template do not apply to the usage of the Amphitheater in the City of Quincy.

This prompted our current City Manager to formulate a board to review and revise our Amphitheater packet. Those board members consist of the following:

1. Mike Wade, City Manager
2. Regina Davis, CRA Director
3. Reggie Bell, Interim Public Works Director
4. Mo Cox, Utilities Supervisor
5. Greg Taylor, Parks and Recreation Director

We spent many hours adding, cutting, dissecting, and pasting information in efforts of providing the lessees the very best packet of information that we could offer.

Analysis/Discussion:

We need to make sure that our rules, regulations, and rentals are properly spelled out so that there will not be any misunderstandings with our future lessees.

Recommendation:

- Option 1. Approve revised packet as is.
- Option 2. Approve revised packet with additional changes.
- Option 3. Leave packet as it currently is without any changes.

TANYARD CREEK AMPHITHEATER



Rental Information, Rules and Regulations

1. RESERVATION PROCEDURES:

- a) The Amphitheater welcomes community groups, civic groups, non-profit organizations, private groups, for-profit organizations, promoters and renters use of the Tanyard Creek Park for the promotion of the arts, music, civic, business, social and recreational (Activities)¹, while also hosting its own in-house shows and festivals, capable of hosting crowds of up to 8,500. **There shall be no Political Activities taking place on or outside of the Amphitheater whereas the property belongs to the City of Quincy.** Information regarding rental of the Amphitheater may be obtained by contacting the City of Quincy Parks and Recreation Department at (850) 618-0042 x 8295 during regular business hours, 8:30 A.M. to 5:00 P.M., Monday through Friday.
- b) Amphitheater usage is by permit only, ~~unless otherwise designated by the City.~~
- c) The use of the Amphitheater is determined on a first come, first serve basis and may be booked one (1) year in advance. Dates will not be "reserved" and reservations are not confirmed until the Agreement is completed and signed by the Lessee and received by the City and all appropriate fees have been paid.
- d) The Lessee shall be represented by an organization and the CEO, President or other similar officials and they must be on-site during the Activity. Failure to comply could result in the forfeiture of the Event.
- e) Any reservation for which a rental fee is involved, the rental fee must be paid in advance of Activity. Additional charges may be assessed for property damages ~~and extended occupancy periods.~~ The Lessee shall pay all charges in excess of the deposit

¹ Car shows are not included in the Activity definition.

within a reasonable amount of time once damage estimates have been made. (30 days of the event.) If Lessee violates any of the terms or conditions of the Agreement, the City shall have the right to immediately terminate without notice or refund, and the City may pursue all of its rights and remedies at law or in equity including, without limitation, the right to recover court costs and attorney fees.

RENTAL FEES:

Rental fees are ~~established and approved by the City Commission.~~ (established by City of Quincy staff and approved by the City Commission.) The base rental rate covers a ½ day, or a full day of usage for each scheduled Activity. ~~If additional time is necessary for the Activity, that time will be charged on an hourly basis.~~

Rental Fees for the Amphitheater shall be determined by the classification of the reserving party. All parties wishing to rent the Amphitheater shall be classified by one of the following:

~~**City Sponsored:** A city sponsored or co-sponsored Activity is an activity, in which the city provides financial support, directly or indirectly, that further the city's strategic vision or mission. Direct financial support can be in the form of fee waivers or interdepartmental reimbursement of incurred expenditures. Indirect financial support can be in the form of in-kind contributions. Additionally, to be denoted a city sponsored or co-sponsored Activity; the Activity shall meet all of the criteria listed below;~~

- ~~1. The Activity takes place on city owned property or requires additional city services.~~
- ~~2. Activity organizers must prepare a statement that demonstrates the economic benefit and fiscal cost of the event to the city or county or region. The economic benefit statement should include the purpose of the Activity; number of participants and the percent of participants that are local; whether the focus is on youth; and how the Activity is benefited from City sponsorship.~~
- ~~3. Participants or attendees of the Activity must be local or regional.~~
- ~~4. The Activity is focused on the youth and/or community/civic educational opportunities.~~
- ~~5. The Activity recognizes the City of Quincy as a sponsor.~~
- ~~6. The event creates a positive with the community to host an Activity that foster the city's core mission(s). (Remove this entire section, because we don't need to be included in the rental packet.)~~

Private Activity: Private events are those that restrict the general public's access to the amphitheatre site, by either physical barriers or by personnel, or Activity that is permitted to erect such barriers, or otherwise restrict the general public, such as weddings, reunions, company picnics, etc. a person or persons for non-public use such as weddings, reunions, company picnics, etc. This shall be a rental where the public is generally not invited and the Activity is not advertised.

Commercial Activity: Use by an individual, organization, or company charging admission fees on or off the premises, or the selling of merchandise on the premises where the motivation in holding the Activity is for profit making.

Professional Promotional Activity: Professional Promotional Activity is an activity, that in the sole discretion of the City Commission, brings professional level artists, musicians, singers and other talent, who have attained national or regional prominence to the general public or to a portion of the general public and/or where there is a charge for admission, fees on or off the premises, or the selling of merchandise on premises.

Non-Profit Activity: A Non-Profit Activity is an activity solely established, operated, and promoted by an incorporated organization which exists for educational or charitable reasons, and from which its shareholders or trustees do not benefit financially. There shall be no ticket sales, entry fees or selling of merchandise on the premises where the motivation for holding the activity is for profit making.

~~2. **Additional Activity Hours:** If Lessee determines that the Activity will take more than the base four (6) hours, an additional fee of fifty dollars (\$50) will be assessed per each additional hour of Activity use. If Lessee determines that it will take more time than the base four (6) hours, to setup, hold the Activity, and take down they will need to rent additional Activity hours. If more than two additional hours are required, a second four hour block must be leased.~~

3. Service Personnel Fees (staff costs): In addition to the base rental fee, ~~some~~ **(all)** rentals ~~may~~ **(shall)** require the use of additional Amphitheater staff/service personnel. These fees are based on twenty-five dollars (\$25/hr) per staff person. The amount of staff and hours needed, will vary depending on the type and length of the activity.

~~4. **Ticket Sales:** The City will require Lessee to pay City ten percent (10%) of the gross ticket sales, less all applicable taxes, with a maximum charge not to exceed \$2,000.~~

5. Security: Lessee will agree to employ at their sole expense, City of Quincy off-duty police officers and Private Security to be present before, during and after the said Activity. Private Security firm must be licensed and approved by City of Quincy Police Dept. The City reserves the right to and shall have the authority to stipulate a reasonable number of officers which it deems to be necessary for a particular Activity so as to insure the safety of the public, the premises and the Amphitheater at all times during which the Amphitheater is used and occupied by Lessee.

~~6. **Merchandise/Souvenir Sales:** Lessee shall obtain a vendor's permit from the Clerk's Office at a cost of \$50.00. Other **(All)** vendors are required to obtain permits **(at the current rate)** if on the premises during ~~the~~ **(an)** event. ~~at a current rate.~~~~

III. DEPOSITS:

1. Security Deposit/Rental Fees: Lessee agrees to pay a security deposit in an amount equal to fifty percent (50%) of the base rental fee, which Lessee agrees constitutes as a nonrefundable fee to reserve the use of the Amphitheater for the Activity on the specified date(s) and time(s). Said security deposit is due at the time the Amphitheater is reserved. Furthermore, Lessee agrees to pay the remaining balance of the base rental fee, as well as all other fees owed, ~~two (2) weeks~~ **(within 30 days)** prior to the scheduled Activity. Lessee agrees that this fee constitutes as a non-refundable fee for the use of the Amphitheater for said Activity.

~~2. **Damage Deposit:** Lessee agrees to pay a damage deposit in the amount equal to five hundred dollars (\$500) for Private events, One thousand dollars (\$1,000) for commercial~~

~~events and fifteen hundred dollars (\$1500) for professional events. Damage deposit will be required for all Activities, and shall be paid two (2) weeks prior to the scheduled Activity~~

Damage Deposit: A Damage deposit will be required for all Activities. Lessee agrees to pay this deposit in the amount equal to ½ of base rental fee and it shall be paid within 30 days of the Activity.

All deposits and/or fees must be paid in cash, credit card, money order, or certified check. (Note: If paying by cash or credit card, fees will have to be paid at the Customer Service Department. All other payment methods can be paid at the Parks and Recreation Department.)



Rules & Regulations

1. Refunds:

a. Refunds of fees and deposits require advance written notice of cancellation ~~ninety (90)~~ **(thirty) (30)** days or more prior to rental date. Advanced payments may be credited to a future date, as long as the schedule permits the Activity to be rescheduled ~~within the same calendar year.~~ Cancellation notice of less than ~~ninety (90)~~ **(thirty) (30)** days of scheduled Activity will result in forfeiture of all deposits and rental fees. **If lessee rents the Amphitheater inside of the thirty (30) day period, lessee understands that any cancellation by lessee will automatically result in fees not being refunded.**

b. Approval of the Agreement will be granted with the understanding the City reserves the right to cancel the Agreement, with or without notice, and refund all monies paid in the event that the Amphitheater becomes unavailable due to ~~physical condition.~~ **(any condition deemed necessary by the city.)**

c. **Refunds will not be issued due to rain or any other weather condition.** However, if the Activity is cancelled due to weather prior to the scheduled date of the scheduled Activity, the City will work with the Lessee to reschedule the Activity, ~~as long as the schedule permits the Activity to be rescheduled within the same calendar year.~~ Notwithstanding the foregoing, the

City has the right to terminate an activity due to inclement weather that poses a hazard to guests, performers, staff or amphitheatre.

d. Any unused portion of the damage deposit may be refunded to the Lessee after the Activity. However, the damage deposit may be held at the discretion of the City for any period of time necessary to determine the full extent of damages.

e. If Lessee violates any of the terms or conditions of the Agreement, the City shall have the right to immediately terminate without notice or refund, and the City may pursue all of its rights and remedies at law or in equity including, without limitation, the right to recover court costs and attorney fees.

2. Rental Fees/Deposits:

See Amphitheater Rental Rates.

II. General Information/Rules:

1. Confirmed Reservations: No oral agreements for use of the Amphitheater shall be valid. All reservations must be confirmed with the completion of the Agreement and payment of all appropriate fees.

2. Abusing Policies: The City Commission, The City Manager, ~~via CRA Director~~, The Parks and Recreation Director and his/her designee, reserve the right to refuse any groups the privilege of using the Amphitheater due to abusing policies of the Amphitheater or City. In addition, any group charged with a second occurrence of abuse may be barred from any future reservations. If Lessee violates any of the terms or conditions of the Agreement, the City shall have the right to immediately terminate without notice or refund.

3. Conduct/Behavior:

a) The City through its representatives, agents, and employees, reserve the right to control all Activities at the Amphitheater and to eject any person(s) who is/are objectionable and acts contrary to the rules and regulations.

b) The City through its representatives, agents, and employees, may revoke any permit previously granted at any time if it is determined that the application for permit contained any misrepresentation or false statement, or that any condition set forth in the policies governing the permit requested is not being complied with, or that the safety of the participants in the Activities of the applicant or other patrons of or visitors to the Amphitheater is endangered by the continuation of such Activity.

c) Lessee, its agents, servants, employees, assigns, successors, invitees, and licensees at all times agree to fully abide by City rules and regulations.

d) Lessee is responsible to see that all Activities are properly controlled; all rules are enforced, and must have a designated person(s) of authority on site at all times.

e) Lessee agrees that he/she will, to the extent possible, take every action necessary to prevent any and all disorderly or boisterous conduct or immoral practices of any kind and/or about the premises by its agents, servants, employees, assigns, successors, invitees and licensees.

f) Lessee agrees that all performers will conduct themselves with due regard to the public conventions and morals. The entertainer(s) shall not, either while rendering such services to the producer or in his private life, commit an offense involving moral turpitude under Federal, state or local laws or ordinances. The act shall not do or commit any act or thing that will tend to degrade them in society or bring them into public hatred, public disrepute, contempt, scorn, or ridicule, or that will tend to shock, insult or offend the community or public morals or decency.

4. Lessee's Property: The City shall assume no responsibility for any property placed on or in the Amphitheater or other park facilities and grounds. Furthermore, the City is released and discharged from any and all liability for loss, injury, or damage to persons or property that may be sustained by the use or occupancy of the Amphitheater, park facilities and grounds.

5. Weather: It will be the responsibility of the Lessee to make provisions for rain or severe weather. However, the City has the right to terminate an Activity due to inclement weather that could pose a hazard to the guests, performers, staff or the Amphitheater.

6. Laws and Ordinances: All groups using the Amphitheater shall comply with all laws; Federal, State, County or Local, including all ordinances of the City of Quincy and all rules, regulations and requirements of the Police and Fire Departments. Fire lanes must remain clear at all times. Any group using the Amphitheater shall agree to abide by and conform to all rules and regulations which may be adopted from time to time. Included would be any and all alterations that might be imposed on the operational hours and utilization policies.

7. Anti-Discrimination: Discrimination by the Lessee, it's agents or employees, on account of age, race, color, religion, sex or national origin, in the use of or admission to the premises is prohibited.

8. Defacement of Facility: No decorative or other materials shall be nailed, tacked, screwed or otherwise physically attached to any part of the Amphitheater without special permission from the City representative. Any group using the Amphitheater agrees to leave the premises in as good of condition as it was prior to their usage. It is also understood by all groups bound by the Agreement that all or part of their deposit will be held should Lessee not comply with this policy.

9. Amphitheater Curfew: Due to the location of the facility and the importance of maintaining a positive relationship with our neighbors, all Activities at the Amphitheater may not begin any day until 8:00am, and must end by ~~10:30 pm~~ (10:00) on Friday and Saturday (Holidays), and ~~9:00pm~~ (8:00pm) Sunday through Thursday. ~~Extensions to this curfew can be granted if requested in advance and only under extenuating circumstances by the City Manager or his/her designee.~~ The Lessee and his/her guest shall vacate the premises no later than ~~1:00am~~ (2:00am) on Friday and Saturday (Holidays), and 12:00am Sunday through Thursday.

10. Copyrights/Royalty Fees: Lessee agrees, represents and warrants that nothing contained in the program, performance, exhibition or in any other way connected with Lessee's Activities under the Agreement shall violate or infringe upon any copyright, patent, right of privacy or other statutory or common law right of any person, firm or corporation. Further, Lessee warrants that all programs, performances, concerts, etc., to be performed under the Agreement involving works protected by statutory or common law copyrights or other proprietary law have been duly licensed or otherwise authorized by the owners of such works or legal representatives thereof. Lessee further agrees to indemnify and hold harmless. The City of Quincy, its agents and employees, from any and all claims, fees expenses or costs including legal fees asserted or incurred with regard to such warranty.

11. Noise/Sound Ordinance: Sound levels at the Amphitheater are not to exceed those levels established by the City. Monitoring of sound levels may be taken periodically throughout the Activity as well as during set-up. The City has established a noise control policy for the Amphitheater. Should sound levels exceed the established level, or cause a disturbance as deemed by the Police Department, City representative will direct that the volume be turned down, failure to comply with such a direction shall be cause for fines, termination of the Activity and forfeiture of deposit and rental fees. ~~The maximum allowable noise level for concerts will be 96 decibels recorded at the Top Tear Seating area.~~

12. Containers, Ice-Chests, Outside Food and Drink, Smoking, and Pets: Amphitheater Rules prohibit containers, ice-chests or outside food and drink from being brought into the Amphitheater during certain Activities. If the City representative determines that ice chests and picnic baskets are allowed into the Amphitheater, all coolers must be 48qt or smaller. No glass bottles will be permitted. Pets and Smoking are not prohibited within the Amphitheater. ~~The CRA will provide concessions at all City Sponsored and Co-sponsored events. The CRA shall have the authority to offer concessions at any other event it deems necessary. Caterers are allowed and must be approved by the CRA Director or his/her designee.~~

Events requesting vendors shall get prior approval by the ~~CRA Director~~ (City Manager) or his/her designee. Each vendor will be required to fill out a vendor contract. ~~Vendors will be required to submit proof of Insurance and all necessary permits and a payment of \$150.00, plus \$25.00 to the City of Quincy Clerk's office.~~ (Vendor will be required to obtain a business license from the City of Quincy Clerk's office.)

13. Security: The Amphitheater is an open-air, unsecured, public facility. The City is not responsible for restricting access during Activities. In the event the City determines that security is required, Lessee will agree to employ at their sole expense, City of Quincy off-duty police officers and or private security approved by City Staff to be present at least (1) hour prior to activity. The City (Lessee) shall contact the Police Department to schedule the officers. The Lessee shall directly pay the officer in charge upon arrival of shift on the day of the Activity.

14. Clean Up: Lessee must load out and shall vacate the premises no later than ~~4:00am~~ (2:00am) on Friday and Saturday (Holidays), and ~~11:00pm~~ (12:00am) Sunday through Thursday, unless prearranged in writing. Any items left will result in an additional day rental charge.

a. Personal Property- Lessee must remove all personal property/equipment (i.e. lighting, audio/visual, tables, chairs, tents, etc.). This includes personal property owned by the Lessee, as

well as property borrowed or leased. ~~If available, Lessee may rent the use of the storage room to store equipment overnight.~~

b. Trash- Lessee is responsible for the collecting and bagging of all paper, trash, debris resulting from their use of the Amphitheater and understands that if such cleanup is not completed immediately following the Activity, the City reserves the right to remove all personal property, paper, trash, and debris and to withhold ~~a fee of forty dollars (\$40) per hour from Lessee's deposit to cover cost of such services (minimum charge \$40).~~ **(the entirety of the security deposit.)**

A number of trash containers, will be provided by the Parks and Recreation Department and are located throughout the Amphitheater. ~~All excess trash and/or bulk items that will not fit into the trash containers shall be emptied/disposed into large trash bins/dumpsters located at the Amphitheater parking lot, until full (trash bin lid most close completely). Additional debris must be removed by the Lessee.~~

15. Equipment: All equipment and decorations used in conjunction with an Activity at the Amphitheater must be free standing. Anchoring equipment and/or decorations to trees, tree grates, lamp posts, hand rails, etc. is not allowed. ~~Any (All) equipment other than the basic "house equipment" needed for the Activity must be provided by the Lessee. If "house equipment" is used, it must be returned in the same condition as rented. Failure to comply with this policy will result in a charge for replacement or repair of equipment.~~ **Any (All) equipment other than the basic "house equipment" needed for the Activity must be provided by the Lessee. If "house equipment" is used, it must be returned in the same condition as rented. Failure to comply with this policy will result in a charge for replacement or repair of equipment.**

16. Turf Areas: The Amphitheater features an underground irrigation/sprinkler system to keep the turf in top condition. To protect the underground water lines and sprinkler heads, driving stakes, fence posts, flags, etc. is not allowed. The placement of equipment in lawn areas (i.e. risers, platforms, tables, speakers, lights, chairs, etc.) is not allowed ~~without the expressed written consent of the CRA Director or his/her designee.~~ Fees for damage will vary depending on the specific damage.

17. Parking: Parking is available off of Martin Luther King Blvd in the adjacent Football field and the empty field on the South side of Martin Luther King Blvd.

18. Promotions/Advertising: Promotions/advertising and announcements shall not be made public prior to approval of the Agreement by the Parks and Recreation Department. Tickets will not be sold prior to approval of the Agreement. The Lessee and/or promoter shall include a statement of Amphitheater Rules prohibiting containers, ice-chests and outside food and drink on all advertisements for their Activity if such are prohibited at the Activity. All visual media will also include where parking has been approved.

19. Insurance Requirements: When appropriate, the Lessee ~~may~~ **(shall)** be required to procure and maintain, at its sole cost and expense for the duration of this Agreement, Comprehensive General Liability insurance in the name of the Lessee. The need for this coverage will be based on several pre-determined criteria developed by the City and will be handled on a case-by-case basis. If required, the insurance policy must cover, in addition to the general public, all entertainers and their support staff and any other individual participating in or attending the Activity for which the facility is rented. The General Liability insurance shall be written by a carrier with an A:VII or better rating in accordance with the current Best Key Rating Guide, and only insurance carriers licensed and admitted to do business in the State of ~~Missouri~~ **(Florida)** will be accepted. Lessee must furnish proof of coverage through a Certificate of Insurance

naming the City of ~~Chesterfield~~ (Quincy) as an additional insured along with an endorsement page two weeks prior to the Activity.

The City will not be liable for any claims for injury or damages resulting from or arising out of the use of the Amphitheater or premises adjacent thereto and the Lessee agrees to indemnify the City and hold it harmless against any and all such claims, damages, losses, and expenses.

If requested by the City, the Lessee shall carry the following standard insurance policies along with their respective minimum coverage amounts required:

a) Commercial General Liability Policy:

- General aggregate of ~~\$2,500,000~~ (\$1,000,000)
- Minimum of \$500,000 per occurrence
- Coverage shall be at least as broad as the most current ISO CG form (as of the writing of this from ISO CG 00 0196)
- No coverage shall be deleted from standard policy without notification of individual exclusions being attached for review and accepted by the City.

The following are general requirements, which are applicable to all policies:

1) Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only.

2) Claims-made policies will not be accepted.

3) The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, agents, servants, representatives, volunteers, subcontractors and employees.

4) Certified copies of all insurance policies and/or certificates of insurance shall be furnished to the City without cost to the City prior to the scheduled Activity usage.

20. Lessee's Release and Hold Harmless. In consideration of being permitted to rent the Amphitheater for the Activity, the Lessee agrees as follows:

"No liability either express or implied, will be incurred by the City, its agents, servants, and employees, arising out of the use of the premises by Lessee, its agents, servants, employees, assigns, successors, invitees and licensees, during the date and time specified in the Agreement. Lessee agrees to indemnify and save harmless the City, its agents, servants, employees, from and against any and all liability for damages arising from injuries to persons or damage to property occasioned by any negligent acts or other omissions of Lessee its agents, servants or employees, including any and all expense, legal or otherwise, which may be incurred by the City or its agents, servants or employees, in defense of any claim, action or suit, irrespective of any claim that an act, omission or negligence of the City or its agents, servants or employees contributed to such injury or damage."

All Amphitheater Rules are subject to the discretion of the City. The City reserves the right to modify or waive any Rules as it deems necessary and in the best interest of the City.

Failure to comply with Amphitheater Rules as well as the City's Park rules and regulations may result in the cancellation of the reservation(s), forfeiture of all fee/deposits, and forfeiture of the right to use the Amphitheater in the future. Permits are revocable at any time for violation of rules, ordinances, federal, state, county or local laws.

EXHIBIT 1

City Sponsored Price

Amphitheatre	Pricing
Weekdays (Monday-Thursday)	Subject to Commission Decision
Weekends (Fri., Sat., Sun.) Holidays	Subject to Commission Decision

Private Activity Pricing

Amphitheatre	Pricing
Weekdays (Monday-Thursday)	8am-2pm \$490 2pm-8pm \$490 8am-8pm \$700 (\$500) Deposit: ½ of base rental
Weekends (Fri., Sat., Sun) Holidays	8am-2pm \$550 2pm-8pm \$550 8am-8pm \$1100 (\$700) Deposit: ½ of base rental

Promotional/Commercial Activity

Amphitheatre	Pricing
Weekdays (Monday-Thursday)	8am-2pm \$700 2pm-8pm \$700 8am-8pm (\$1400) Deposit: 1/2 of base rental
Weekends (Fri., Sat., Sun.) Holidays	8am-2pm \$800 2pm-8pm \$800 8am-8pm (\$1600) Deposit: 1/2 of base rental

Professional Promotional Activity

Amphitheatre	Pricing
Weekdays (Monday-Thursday)	8am-8pm \$8,000 Deposit: 1/2 of base rental
Weekends (Fri., Sat., Sun.) Holidays	8am-8pm \$10,000 Deposit: 1/2 of base rental

Non-Profit Activity

Amphitheatre	Pricing
Weekdays (Monday-Thursday)	8am-8pm \$500 Deposit: 1/2 of base rental
Weekends (Fri., Sat., Sun.) Holidays	8am-8pm \$500 Deposit: 1/2 of base rental

TANAYARD CREEK AMPHITHEATER CONTRACT



Exhibit A

THIS PERMIT AGREEMENT (“Agreement”), made and entered into this _____ day of _____, 20____, by and between the City of Quincy by and through its authorized representative, herein referred to as (the “City”) and _____, a (n) (individual) (the “Lessee”).

WITNESSETH:

WHEREAS, the City is the owner and operator of the facility known as “Tanyard Creek Park Amphitheater” herein referred to as (“Amphitheater”) located in the City of Quincy FL ; and

WHEREAS, The City desires to make available said Amphitheater on a rental basis for non-city sponsored, co-sponsored and sponsored event(s) for the purpose of the promotion of the arts, music, civic, business, social and recreational activities that have socially acceptable value for the enjoyment of the citizens and visitors of the Community, herein referred to as (“Activity/Activities”), and

NOW THEREFORE, for and in consideration of the following promises, covenants and conditions, the parties hereto agree as follows:

I. LESSEE INFORMATION

LESSEE

Lessee (Name of Company, Corporation, Organization or Individual):

Address:

Phone: (H) _____ **(W)** _____ **(C)** _____
(Fax) _____

Contact Name(s): _____ **Phone:** _____

_____ **Phone:** _____

E-mail address: _____

II. ACTIVITY INFORMATION

CLASSIFICATION

All Activities at the Amphitheater shall be classified as one of the following; ~~City Sponsored~~, Private, Commercial, Professional, (Non-Profit). See Classification information as outlined in Rules and Regulations. This Activity will be classified as a _____ Activity and for no other purposes without the written consent of the City.

ACTIVITY

Activity - Full description and/or name of show, function or activity for which the facility is to be rented, including name of principal performer/activity (use reverse side if additional space is needed).

Name and location of auditorium(s), facility(s) and/or hall(s) which have previously been leased by applicant:

Estimated number of: Spectators _____ Performers (acts) _____

DATES/TIMES

Day(s) of Activity: _____

Activity/Event Begins: _____ Activity/Event Ends: _____

Promotions Set-up Date: _____ Promotions Set-up Time: _____

Promotions Take Down Date: _____ Promotions Take Down Time: _____

Lights/Sound Set-up Date: _____ Lights/Sound Set-up Time: _____

Lights/Sound Take Down Date: _____ Lights/Sound Take Down Time: _____

Performer/Activity Load in Date: _____ **Performer/Activity Load in Time:** _____
Performer/Activity Load out Date: _____ **Performer/Activity Load out Time:** _____
Vendor Set-up Date: _____ **Vendor Set-up Time:** _____
Vendor Take Down Date: _____ **Vendor Take Down Time:** _____
Traffic Control Set-up Date: _____ **Traffic Control Set-up Time:** _____
Traffic Control Take Down Date: _____ **Traffic Control Take Time:** _____
Gate Time Prep: _____ **Gates Open:** _____
Gate Time Close: _____ **Gate Take Down:** _____
Take Down Complete: _____

ACTIVITY DETAILS

Admission Fee	Yes _____	No _____
Alcohol Sales (licensed vendor only)	Yes _____	No _____
Alcohol Permitted (Spectators)	Yes _____	No _____
Donations Collected	Yes _____	No _____
Food/Soda Sales	Yes _____	No _____
Food/Soda Permitted (Spectators)	Yes _____	No _____
Gated Event	Yes _____	No _____
Live Music	Yes _____	No _____
DJ	Yes _____	No _____
Public Address	Yes _____	No _____
Merchandise Sales	Yes _____	No _____
Ticket Sales/Takers	Yes _____	No _____
Security Required	Yes _____	No _____
Volunteers	Yes _____	No _____

If having merchandise sales, what type of items do you plan to sell?

If having admissions/ticket sales, what type of admissions/sales will take place?

Ticket/Donation Price(s): Advance _____
 Gate _____
 Other _____

EQUIPMENT DETAILS

Audio (Lessee)	Yes _____	No _____
Video System (Lessee)	Yes _____	No _____
Generators (Lessee)	Yes _____	No _____
Grills/BBQ (Lessee)	Yes _____	No _____
Lighting (Lessee)	Yes _____	No _____
Display Screens (Lessee)	Yes _____	No _____
Visual-Banners (Lessee)	Yes _____	No _____
Tents (Lessee)	Yes _____	No _____
Tables (Lessee)	Yes _____	No _____
Chairs (Lessee)	Yes _____	No _____
Trash Receptacles (Lessee)	Yes _____	No _____

PROMOTION/ADVERTISING DETAILS

Indicate Activity promotion:

Newspapers
(name) _____

TV (stations)

Radio (stations)

Websites

Posters/Fliers (locations)

Direct Mail

Other

III. LEASE OF AMPHITHEATER

The City hereby leases to the Lessee and the Lessee hereby leases from the City, said Amphitheater for Activity and according to the terms and conditions specified.

The City leases the Amphitheater to the Lessee only for the above stated/described Activity. The Lessee may occupy the above stated/described Amphitheater for the said Activity. Occupancy of the Leased Amphitheater, the Lessee shall pay to the City the stated amount (s).

FEES AND DEPOSITS. Lessee hereby submits to the City and the City hereby acknowledges receipt of the following:

1. Lessee agrees to pay the sum of _____ Dollars \$ _____) which Lessee agrees constitutes as a non-

refundable security deposit at the time of reservation for the rental of the Amphitheater for the above-stated purpose on the date(s) and time(s) indicated.

2. Lessee agrees to pay the sum of _____ Dollars (\$ _____) which Lessee agrees constitutes as a non-refundable fee on or before _____ for the remaining balance owed for the rental and use of the Amphitheater for the above-stated purpose on the date(s) and time(s) indicated, ~~plus a sum equal to _____% of the gross admission receipts less any taxes levied and paid.~~
3. Lessee agrees to pay the sum of _____ Dollars (\$ _____), which Lessee agrees constitutes as a damage deposit for the Activity on the date(s) and time(s) specified above. The City agrees to return this damage deposit to the Lessee within (30) thirty days following conclusion of the Activity, provided the Lessee has satisfied all requirements set forth in the terms and specified.
4. ~~Lessee agrees to pay the sum of _____ Dollars (\$ _____) which the Lessee agrees constitutes as a refundable deposit on or before _____ for the use of an Assistive Listening System (ALS). The City agrees to return this deposit to the Lessee within (30) thirty days following conclusion of the Activity, provided the Lessee has satisfied all requirements set forth in the terms and specified.~~
5. Lessee agrees to pay the sum of _____ Dollars (\$ _____) directly to The City of Quincy off duty police officers for security **(and to The City of Quincy off duty employees for assistance)** ~~at the conclusion of the Activity.~~ **(before the activity begins.)**

PERMITS AND NOTICES. All permits and notices to the City regarding the Agreement shall be directed to: **CITY OF QUINCY, CRA RECREATION DEPARTMENT, (850) 618-0030.(0042)**

The Lessee hereby designates as contact person having the authority to make all decisions on behalf of Lessee regarding this Agreement the following individual (if different than Lessee):

NAME: _____ ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

HOME PHONE: _____ BUSINESS PHONE: _____

CELL _____ E-MAIL _____

COMPLIANCE WITH LAWS AND FACILITY RULES. The Lessee and Lessee's guests shall at all times maintain proper conduct and decorum and shall comply with all laws, ordinances, rules, and regulations of all governmental bodies having the authority over the Amphitheater. Additionally, Lessee acknowledges receipt of the Amphitheater Rental Rates, Rules and Regulations (the "Amphitheater Rental Rates") attached as Exhibit A, . The Lessee shall reimburse the City for all damage to the Amphitheater and property arising from the Activity caused by Lessee or by the Lessee's guests, employees, agents or affiliated persons, ordinary wear and tear excepted.

CANCELLATION/REFUND POLICY. See Exhibit A for details pertaining to cancellation and refund policy.

LESSEE'S RELEASE AND HOLD HARMLESS. In consideration of being permitted to rent the Amphitheater for the Activity, the Lessee agrees as follows:

“No liability either express or implied, will be incurred by the City of Quincy, its agents, servants, and employees, arising out of the use of the Amphitheater by Lessee, its agents, servants, employees, assigns, successors, invitees and licensees, during the date and time specified above. Lessee agrees to indemnify and save harmless the City of Quincy, its agents, servants, employees, from and against any and all liability for damages arising from injuries to persons or damage to property occasioned by any negligent acts or other omissions of Lessee its agents, servants or employees, including any and all expense, legal or otherwise, which may be incurred by the City of Quincy or its agents, servants or employees, in defense of any claim, action or suit, irrespective of any claim that an act, omission or negligence of the City of Quincy or its agents, servants or employees contributed to such injury or damage.”

INSURANCE. At the City's discretion, Lessee will be required to procure and maintain, at its sole cost and expense for the duration of this Agreement, Comprehensive General Liability insurance in the name of the Lessee. This insurance policy must cover, in addition to the general public, all entertainers and their support staff and any other individual participating in or attending the Activity for which the Amphitheater is rented. Lessee must furnish proof of coverage through a Certificate of Insurance naming the City of Quincy as an additional insured two weeks prior to the Activity. See Exhibit A for full requirements.

LESSEE'S REPRESENTATIONS. If a corporation/partnership, the Lessee represents and warrants to the City that this Agent has full right, power and authority to execute this Agreement on behalf of the Lessee.

MISCELLANEOUS. This Agreement constitutes the entire Agreement between the parties, may be modified only by written agreement of the parties, and shall be governed by the laws of the State of Missouri (Florida).

In Witness whereof the parties have executed this Agreement as of the date first above written.

As the Lessee of the Amphitheater and its amenities, and by my signature, I agree that I am the responsible party and fully understand and agree to adhere to and comply with all the rules and regulations, laws and ordinances of the City of Quincy and Quincy Parks and Recreation Department in the regard to the rental and or use of the Amphitheater and I agree to the above indemnification.

Lessee:

City of Quincy:

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

*QFD Monthly Activity Report
October 2014*

	<u>2014</u>	<u>2013</u>
Total Fire Calls	191	109
City	178	83
County	13	26
Total Man Hours	104 hrs 32 mins	74 hrs 45 mins
City	48 hrs 10 mins	30 hrs 2 mins
County	56 hrs 22 mins	43 hrs 32 mins
Type Fire Calls - City		
Structure	0	0
Vehicle	2	4
False Alarm	4	2
Hazard	3	1
Rescue	0	0
Wood & Grass	0	0
Other	10	6
Type Fire Calls - County		
Structure	2	2
Vehicle	5	4
False Alarm	1	0
Hazard	0	1
Rescue	0	0
Woods & Grass	3	2
Other	5	10
Fire Causes		
Accidental	3	5
Undetermined	7	2
Suspicious	0	1
Arson	0	0
Average Response Time		
City	4.05 mins	5.25 mins
County	8.43 mins	6.76 mins
Average Firefighters per Call		
City	3.94	3.68
County	3.25	2.82
Average Time Spent per Call		
City	26.23 mins	29.41 mins
County	38.81 mins	28 mins

*QFD Monthly Activity Report
October 2014*

	<u>2014</u>	<u>2013</u>
Responses Out of District	2	4
Mutual Aid Responses *	2	0
Deaths	0	0
Injuries	0	1
Fire Prevention Programs	9	4
Fire Safety Inspection	25	13
Fire Investigation	0	0
Plans Review	2	3
Training Man Hours	202 hrs	243 hrs
Hydrants Serviced/Painted	0	0
Utility Turn Ons	156	77
Smoke Detector Installs	84	6

*QFD Monthly District Fire Calls
October 2014*

District	<u>District</u>	<u>Location</u>	<u>Type of Incident</u>
District 1	10/14/2014	1813 Mckelvy St	Shorted electrical
	10/28/2014	1832 W Hamilton St	Smoke removal
District 2	10/8/2014	907 W Crawford St	Smoke scare
	10/13/2014	412 Cooper St	Dumpster fire
	10/13/2014	427 S Stewart St	No incident found
	10/22/2014	1140 W Clark St	Dumpster fire
	10/23/2014	1140 W Clark St	Dumpster fire
	10/23/2014	1323 W Crawford St	Dumpster fire
	10/23/2014	1140 W Clark St	Dumpster fire
	10/23/2014	1323 W Crawford St	False alarm
	10/25/2014	427 S Atlanta St	Electrical equip problems
District 3	10/14/2014	339 E Jefferson St	Assist police
	10/23/2014	S Adams St	Vehicle fire
	10/28/2014	1797 Pat Thomas Pkwy	Alarm activation no fire
District 4	10/4/2014	241 N Chalk St	Gas leak
	10/31/2014	800 block W Jefferson	Vehicle accident no injuries
District 5	10/2/2014	64 N Cleveland St	Medical assist
	10/27/2014	64 N Cleveland St	Alarm system activation
	10/29/2014	35 N Shelfer St	Smoke scare
	10/31/2014	W Jefferson & Lillian Springs Rd	Vehicle accident no injuries